

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE:

TODD MEAGHER

**2101 LEGACY COURT
KELLER, TX 76248**

DEBTOR.

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CHAPTER 11

CASE NO. 20-40208-11

**DECLARATION OF TODD MEAGHER IN SUPPORT OF
DEBTOR'S MOTION TO SELL**

1. My name is Todd Meagher, the Debtor in the above-referenced Chapter 11 proceeding. All statements made herein are within my personal knowledge, true and correct. I make this Declaration in support of Debtor's Motion to Sell.

2. I am an independent software developer and Internet business developer and have been engaged in the development, acquisition, and operation of Internet business software and intellectual property rights since 1994.

3. As part of my software and Internet business development, I develop, register, license and sell trademarks and patents. Currently, I am the owner of the federally registered trademarks Registration Certificate Numbers 3,776,817, 3,647,253, 3,712,651 and their associated goodwill, software patents US Patent Numbers 9,442,626 and 8,346,575, and common law trademark rights and pending trademark registration applications Serial Numbers 88216119 and 88843232 for the trademarks MyStore and MyStore.com along with their associated goodwill. (the "IP Rights").

4. I have licensed the aforementioned IP Rights to GHER Solutions, LLC, a Delaware Limited Liability Company ("GHER") since 2011.

EXHIBIT
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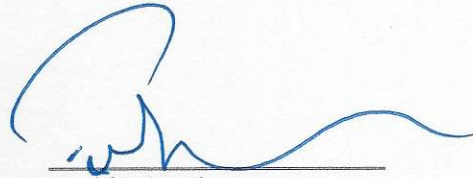
5. I have received an offer from GHER to purchase the IP rights in the amount of \$600,000.00, to be paid through a combination of the satisfaction of debt in the amount of \$400,000.00 and cash or cash equivalents in the amount of \$200,000.00.

6. I incorporated GHER Solutions, LLC on January 3, 2011. On May 25, 2011, I transferred 100% of its ownership to my son Nickolas Meagher. Currently, he is the sole managing member of the company. Since 2011, all tax filings show him to be GHER's sole owner. I have in the past provided software project management and development services to GHER as an independent contractor. I have also been the licensor of intellectual property used by the company and part of the Purchase Agreement.

7. Licensing and selling intellectual property rights is my ordinary course of my business. Such activities provide important sources of funding to allow me to continue my business operations. The Purchase Agreement, which I am seeking Court approval for, is typical for my business.

8. I believe the sale of the IP Rights is a sound business decision as it liquidates assets of my estate and would provide my business with additional liquid funding, which is especially important in light of the market uncertainty surrounding the current national pandemic. As GHER's offer expires on May 31, 2020, therefore the time to execute this Purchase Agreement is limited. I am therefore asking for expedited consideration of the sale by the Court so that I do not lose such a promising opportunity to acquire cash. It is my understanding that while GHER intends to continue the use some of the IP Rights for its own ventures, it has an opportunity to bundle the IP Rights with other intellectual property it currently owns and sell them. It is also my understanding that taking advantage of, and maximizing the value, of these opportunities is time sensitive.

9. On April 13, 2020, I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct within my personal knowledge.



Todd Meagher